

REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree

1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below; and

2. Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property described below, or any interest therein; or any leases, rents or funds held under escrow agreement relating to said premises; and

3. The property referred to by this agreement is described as follows: All that certain piece, parcel or lot of land in the County of G'ville, State of S. C., on the northerly side of Homewood Ave., being shown and designated as Lot #28, on Plat 1, of Homewood Acres, recorded in the RMC Office for G'ville County, S. C., in Plat Book "RR", at Page 35, and having the following metes and bounds, to wit: Beginning at an iron pin on the northerly side of Homewood Ave., at the joint front corner of Lots Nos. 28 and 29, and running thence along the northerly side of Homewood Ave. S. 65-00 W. 100 ft. to an iron pin, running thence N. 25-00 W. 187.9 ft. to an iron pin in the center line of a 10-foot drainage easement; running thence along the center line of said easement N. 65-00 E. 100 ft. to an iron pin; running thence S. 25-00 E. 187.9 ft. to the point of BEGINNING. The within conveyance is subject to utility easements, rights-of-way, and restrictions of record. As a part of the consideration, the Grantee assumes and agrees to pay the bal. due on that certain mortgage from the Grantors to Aiken Loan & Security Co., said mortgage being in the original amt. of \$16,500.00 and being recorded on any notes hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby assign the rents and profits arising or to arise from said premises to the Bank and agrees that any judge of jurisdiction may, at chambers or otherwise, appoint as a receiver of the described premises, with full authority to take possession thereof and collect the rents and profits and hold the same subject to the further order of said court.

4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.

5. That Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Pauline M. Woodside

Ellie A. Elmore

Witness M.W. Williams

Linda B. Elmore

Dated at: 2-17-72

12-17-72
Date

agreed that
the Grantor
(L. S.)
are to make
(L. S.) the
March, 1967
payment.

State of South Carolina

County of Greenville

Personally appeared before me Pauline M. Woodside who, after being duly sworn, says that he saw

the within named Ellie A. Elmore sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with M.W. Williams

witnesses the execution thereof.

Subscribed and sworn to before me
this 17 day of Feb, 1972

Pauline M. Woodside
(Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Real Property Agreement Recorded February 23, 1972
at 3:41 P. M., #22685

12-10-79

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 26 PAGE 177

SATISFIED AND CANCELLED OF RECORD
25 DAY OF Sept 1974
Donna S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 4:52 O'CLOCK P. M. NO. 8151